AGREEMENT BETWEEN 1 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 117 2 (Representing employees of the PROSECUTING ATTORNEY) 3 and 4 KING COUNTY 5 6 7 ARTICLE PURPOSE 1 8 ARTICLE UNION RECOGNITION AND MEMBERSHIP......2 9 ARTICLE 10 ARTICLE 4. HOLIDAYS 4 ARTICLE VACATIONS 6 11 ARTICLE 12 ARTICLE 13 ARTICLE 14 ARTICLE 9. 15 ARTICLE 10. 16 ARTICLE 11. 17 ARTICLE 12. 18 ARTICLE 13. ARTICLE 14. 19 ARTICLE 15. 20 ARTICLE 16. WORK OUTSIDE OF CLASSIFICATION......21 21 ARTICLE 17. 22 ARTICLE 18. DURATION _______23 23 ADDENDUM A SALARY SCHEDULE......24 24 ADDENDUM B PROSECUTING ATTORNEY'S OFFICE FAMILY/MEDICAL/PARENTAL 25 LEAVE POLICY 26 27 28

AGREEMENT BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 117

(Representing employees of the PROSECUTING ATTORNEY)

and

KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County and Teamsters, Local 117 representing employees in the Prosecutor's Office. This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council. This agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

[For parallel provision, see "agreement Between Teamsters, Local 117 (Representing employees of the Prosecuting Attorney) and King County Prosecuting Attorney" (hereinafter "Prosecuting Attorney Agreement" at page 1.]

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and the employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their wages and directly wage related employment matters. Non wage related matters are covered in a separate but parallel Agreement between The King County Prosecutor and the Union. It is expressly understood by the parties that both Agreements are to be construed together. [For parallel provision, see Prosecuting Attorney Agreement, Article I]

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes Teamsters, Local 117 as the exclusive bargaining representative for wage and wage related matters of those employees whose job classifications are listed in the attached Addendum A (as more particularly described therein), and made a part hereof by this reference. It is understood and agreed that the terms and/or conditions of this Agreement shall not be applicable to:

Temporary employees, as defined in the King County Code Section 3.12.010(A)(48) (except that such employees shall be provided benefits in accordance with said rules) and undergraduate work study administrative student interns.

All employees covered by this Agreement who are probationary shall, on the thirtieth day following employment, become and remain members in good standing in the Union or pay an agency fee to the Union for their representation to the extent permitted by law; provided, however, that nothing in this section shall require an employee to join said Union who can substantiate, in accordance with the law, bona fide religious tenets or teachings which prohibit the payment of dues or initiation fees to the union organizations.

Section 2. Indemnification. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. [For parallel provision, see Prosecuting Attorney Agreement, Article II.]

ARTICLE 3: RIGHTS OF MANAGEMENT The management of the Prosecuting Attorvested exclusively in the Prosecuting Attorney's

The management of the Prosecuting Attorney's Office and the direction of the work force is vested exclusively in the Prosecuting Attorney's Office subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Prosecuting Attorney in accordance with such policy or procedures as the Prosecuting Attorney from time to time may determine.

The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The changes shall only be implemented in conjunction with the implementation of same changes for other King County bargaining units and employees. [For parallel provision, see Prosecuting Attorney Agreement, Article III.]

ARTICLE 4: HOLIDAYS

Section 1. All eligible employees shall be granted the following holidays with pay:

| New Year's Day | January 1st |
|-----------------------------------|-----------------------------|
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | |
| Christmas Day | December 25th |

and any days designated by public proclamation of the Chief Executive of the state as a legal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

All holidays shall be observed in accordance with RCW 1.16.050, as amended.

Section 2. Each eligible employee shall receive two (2) additional personal holidays to be administered through the vacation plan. Both days shall be credited on January 1 of each calendar year. These days can be used in the same manner as any vacation day earned.

Section 3. Holiday benefits for full-time regular and, covered part-time regular employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a part-time regular employee normally works four hours per day in a

department that normally works seven hours per day, then the part-time regular employee would be granted four-sevenths of the holiday benefit allowed a full-time regular staff member. Employees on flex or alternative work schedules shall be allowed to adjust their schedules during a holiday week so as to be eligible for the holiday pay. Employees on alternative work schedules/flextime (working nine days in ten) who take holiday time off in excess of the seven hours a holiday provides (or prorated portion of seven hours for part-time employees) shall make up the difference using accrued **Section 4.** An eligible employee must be in a pay status on either of the employee's scheduled working days prior to or immediately after a holiday in order to receive holiday pay. An employee who leaves County employment the day prior to the holiday will not receive holiday pay.

ARTICLE 5: VACATIONS

Section 1. Eligible employees shall receive vacation benefits as indicated in the following table:

| Full Years Service | | Annual Leave in Days |
|-------------------------------|----|----------------------|
| Upon hire through end of Year | 2 | 12 days |
| Upon beginning of Year | 3 | 13 days |
| Upon beginning of Year | 4 | 15 days |
| Upon beginning of Year | 6 | 16 days |
| Upon beginning of Year | 7 | 17 days |
| Upon beginning of Year | 9 | 18 days |
| Upon beginning of Year | 11 | 20 days |
| Upon beginning of Year | 13 | 21 days |
| Upon beginning of Year | 18 | 22 days |
| Upon beginning of Year | 19 | 23 days |
| Upon beginning of Year | 20 | 24 days |
| Upon beginning of Year | 21 | 25 days |
| Upon beginning of Year | 22 | 26 days |
| Upon beginning of Year | 23 | 27 days |
| Upon beginning of Year | 24 | 28 days |
| Upon beginning of Year | 25 | 29 days |
| Upon beginning of Year | 26 | 30 days |

Employees may accrue a maximum of 60 days vacation. However, if employees are allowed to accrue in excess of 60 days, employees shall forfeit the excess accrual prior to December 31st of each year.

For purposes of this section, one (1) day of vacation pay shall be computed as 1/261 of the employee's annual salary in effect at the time of vacation or upon termination, and for Payroll purposes, a year shall be considered to contain 1827 hours. (Thereby, annual salary divided by 1827 will result in the hourly rate for purposes of this section.)

Section 2. Vacation benefits for part-time regular employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a part-

time regular employee normally works four hours per day in a department that normally works eight hours per day, then the part-time regular employee would be granted four-eighths of the vacation benefit allowed a full-time regular staff member with an equivalent number of years service.

Section 3. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 4. Upon termination for any reason, the eligible employees will be paid for unused vacation credits up to maximum allowable accumulated vacation; (i.e., no more than 60 days) provided however, employees who are hired on or after January 1, 1986, who are eligible for participation in the Public Employees' Retirement System Plan I, shall not be compensated for more than four hundred twenty (420) hours of accrued vacation at the time of retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of four hundred twenty (420) hours must be used prior to the employee's date of retirement or such excess hours shall be lost.

Section 5. Temporary employees will not be granted vacation benefits.

Section 6. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW, Title 11. [For parallel provision, see Prosecuting Attorney Agreement, Article V.]

ARTICLE 6: SICK LEAVE

Section 1. General Provisions

- (a) Every eligible employee shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.
 - **(b)** There shall be no limit to the hours of sick leave benefits accrued by an employee.
- (c) Department management is responsible for the proper administration of the sick leave benefit.
- (d) Separation from county employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the county within two years, accrued sick leave shall be restored.
- (e) County employees who have at least five years county service and who retire as a result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-five percent of their unused, accumulated sick leave. All payments shall be based on the employee's base rate.
- **(f)** Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee.

Sick leave benefits for part-time regular employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example, see Article 4, Section 3.

Section 2. Bereavement Leave

(a) Eligible employees shall be entitled to five working days of bereavement leave per occurrence due to death of members of their immediate family. For purposes of this section, "immediate family" shall be construed to mean persons related to an employee by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, father, spouse or domestic partner, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, domestic

partner's children, domestic partner's parent, spouse's children and any persons for whose financial or physical care the employee is principally responsible.

- **(b)** Full-time regular employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three days for each instance when death occurs to a member of the employee's immediate family.
- (c) Bereavement benefits for part-time regular employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example, see Article 4, Section 3.

Section 3. Family Care

(a) Eligible employees shall be entitled to use their accumulated sick leave when such employee is required to care for immediate family members who are seriously ill. Up to one day of accumulated sick leave may be used by a full-time regular or part-time regular employee for the purpose of being present at the birth of his/her child. [For parallel provision, see Prosecuting Attorney Agreement, Article VI.]

ARTICLE 7: FAMILY CARE LEAVES OF ABSENCE Employees are entitled to all benefits provided by the King County Prosecuting Attorney's Office Family/Medical/Parental Leave Policy (Addendum B). In accordance with RCW 49.12.270, employees entitled to accrue sick leave and vacation may use such leave to care for: (a) a child of the employee with a health condition that requires treatment or supervision, or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. [For parallel provision, see Prosecuting Attorney Agreement, Article VIII.]

ARTICLE 8: WAGE RATES

Section 1. Effective January 1, 2005, wage rates for covered full-time regular and covered part-time regular employees shall be, in accordance with the job classifications and wage ranges in Addendum "A". The ranges in Addendum "A" are on the King County Squared Table. For purposes of placing employees' wages onto the Squared Table, an employee's wage will be placed at the range in accordance with Addendum "A" at the step nearest to but not less than the employee's existing wage rate.

Section 2.

- (a) Effective January 1, 2005, the Wage Rates in effect on December 31, 2004 will be increased by an amount equal to ninety percent (90%) of the September 2003 September 2004 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two percent (2%) and a maximum increase of six percent (6%).
- **(b)** Effective January 1, 2006, the Wage Rates in effect on December 31, 2005 will be increased by an amount equal to ninety percent (90%) of the September 2004 September 2005 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two percent (2%) and a maximum increase of six percent (6%).
- (c) Effective January 1, 2007, the Wage Rates in effect on December 31, 2006 will be increased by an amount equal to ninety percent (90%) of the September 2005 September 2006 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two percent (2%) and a maximum increase of six percent (6%).
- **Section 3.** Shift differentials for full-time regular employees in the listed classification shall be as follows:

Full-time regular and part-time regular employees in such classifications who have not less than four (4) hours of their regular work shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall receive compensation in addition to their base rate of pay for all scheduled hours worked during such shift at the rate of 55¢; provided, that said additional compensation shall not apply to periods of paid absence such as holidays, vacation or sick leave, and overtime pay. Premium pay shall be computed from the regular rate of pay established for such positions.

ARTICLE 9: OVERTIME Section 1. Except as otherwise provided in this article, employees on a five day schedule shall be paid at the rate of time and one-half for all hours worked in excess of seven (7) in one day, exclusive of lunch period, or thirty five (35) in one week. **Section 2.** If any provision of this article conflicts with minimum standards established by RCW 49.46 as amended, then that provision shall be automatically amended to provide the minimum standards. [For parallel provision, see Prosecuting Attorney Agreement, Article X.]

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

Section 1. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Section 2.

Section 2. There shall be established a Joint Labor Management Insurance Committee comprised of an equal number of representatives from the Employer and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs. The Employer and the Union shall implement any changes in employee insurance benefits which result from any agreement of the Joint Labor Management Insurance Committee.

Section 3. The employer will maintain its contribution for health benefits for an employee up to a four month period of maternity leave, or approved medical leave, and up to 18 weeks for family leave. [For parallel provision, see Prosecuting Attorney Agreement, Article XII.]

ARTICLE 11: MISCELLANEOUS Section 1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the current rate set by the Metropolitan County Council during the life of this Agreement. Section 2. Eligible employees, as determined by their respective employment status, shall receive transit passes in accord with the King County Ordinance No. 12933. [For parallel provision, see Prosecuting Attorney Agreement, Article XIV.]

ARTICLE 12: GRIEVANCE PROCEDURE

The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

Section 1. Definition

Grievance -- An issue raised by an employee relating to the interpretation of wage or directly wage related matters as contained in this Agreement.

Section 2. Procedure

Step One -- A grievance shall be presented verbally or in writing by the aggrieved employee, and a representative if the employee so desires, within fifteen working days of becoming aware of such grievance, to their supervisor or designee. That person shall gather all relevant facts and shall attempt to resolve the matter and notify the employee within fifteen working days. If a grievance is not pursued to the next higher level within fifteen working days, it shall be presumed resolved.

Step Two -- If, after thorough discussion with the Director of Administration of the Prosecuting Attorney's Office, the grievance has not been satisfactorily resolved, the employee and representative shall reduce the grievance to writing and present it to the Director of Human Resources Division, Department of Executive Services. The Director of Human Resources Division, Department of Executive Services shall schedule a meeting within fifteen days to discuss the matter with the Director of Administration of the Prosecuting Attorney's Office, the employee and representative of the Union.

Step Three -- The Union may request arbitration within 30 calendar days of the conclusion of Step Two and must specify the exact question which it wishes arbitrated. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the

list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The Arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Each party shall bear the cost of its own attorney fees regardless of the outcome of the arbitration hearing.

The time limits set forth in this article may be extended by mutual agreement of the parties.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

Section 3. The Union shall not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive representative of the employee. [For parallel provision, see Prosecuting Attorney Agreement, Article XV.]

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY The employer or the Union shall not unlawfully discriminate against any individual with respect to wages or directly wage related matters because of race, color, religion, national origin, age, sex, marital status, sexual orientation, or any sensory or physical handicap. [For parallel provision, see Prosecuting Attorney Agreement, Article XVII.]

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. [For parallel provision, see Prosecuting Attorney Agreement, Article XVIII.]

ARTICLE 15: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any wage or directly wage related matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement. [For parallel provision, see Prosecuting Attorney Agreement, Article XX.]

ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION An employee assigned in writing to work outside of classification shall, upon completion of thirty-five (35) consecutive work hours of such assignment, be paid at a rate which is five percent (5%) over the salary received prior to the assignment, for all time spent while so assigned. [For parallel provision, see Prosecuting Attorney Agreement, Article XXI.]

ARTICLE 17: INTRACOUNTY TRANSFER

An employee of King County who transfers to the Prosecuting Attorney's office subsequent to commencement of work with King County shall, for purposes of computing employee benefits set forth in King County Code 3.12 (i.e., holidays, vacations, sick leave, family care and death, leave of absence without pay, training, time off for examinations, military leave of absence, retirement and unemployment compensation), be entitled to benefits in accordance with his/her starting date of employment with King County and not for the time he/she began in the Prosecuting Attorney's Office. [For parallel provision, see Prosecuting Attorney Agreement, Article XXIII.]

| 1 | 1 ARTICLE 18: DURATION | | | | | |
|----|---|--|--|--|--|--|
| 2 | | This Agreement and each of its provisions shall become effective when ratified by the parties, | | | | |
| 3 | | unless a different effective date is specified, and covers the period January 1, 2005 through December | | | | |
| 4 | | | | | | |
| 5 | 5 | | | | | |
| 6 | 6 APPROVED this | day of, 2005 | | | | |
| 7 | | | | | | |
| 8 | 8 | | | | | |
| 9 | 9 | | | | | |
| 10 | 10 By | | | | | |
| 11 | 11 Ki | ng County Executive | | | | |
| 12 | 12 | | | | | |
| 13 | 13 | | | | | |
| 14 | 14 | | | | | |
| 15 | 15 John A. Williams | | | | | |
| 16 | 16 Secretary-Treasurer | | | | | |
| 17 | 17 Teamsters, Local 117 | | | | | |
| 18 | 18 | | | | | |
| 19 | II. | | | | | |
| 20 | 20 Approved as to Form: | | | | | |
| 21 | 21 | | | | | |
| 22 | | | | | | |
| 23 | 23 Daniel T. Satterberg, Chief of Staff | | | | | |
| 24 | 24 | | | | | |
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| | International Brotherhood of Teamsters 117, Prosecuting Attorned January 1 2005, through December 31, 2007 155C0105 Page 23 | v's Office | | | | |

Binder: 155
Union Code: 0117K
F4

ADDENDUM A

January 1, 2005

SALARY SCHEDULE

| Class Code | Peoplesoft Code | MSA Code | CLASSIFICATIONS COVERED | RANGE* |
|---|--------------------|-------------|-------------------------------------|--------|
| 6216100 | 623302 | 8495 | Victim Advocate | 48 |
| 4203100 | 423102 | 8392 | Legal Administrative Specialist I | 34 |
| 4203200 | 423202 | 8393 | Legal Administrative Specialist II | 38 |
| 4203300 | 423302 | 8394 | Legal Administrative Specialist III | 42 |
| 6214100 | 623102 | 8493 | Paralegal | 48 |
| 4204100 | 424101 | 8396 | Legal Secretary | 44 |
| 6230100 | 623401 | 8395 | Child Interviewer | 48 |
| * For rates, please refer to the King County Squared Salary Table | | | | |

Salary Schedule: See attached

Salary Step Key:

| Entry | = Step | 1 |
|---------------------------------|--------|----|
| Upon completion of probation if | = Step | 2 |
| hired into Step 1 | | |
| First Anniversary ¹ | = Step | 3 |
| Second Anniversary | = Step | 4 |
| Third Anniversary | = Step | 5 |
| Fourth Anniversary | = Step | 6 |
| Fifth Anniversary | = Step | 7 |
| Sixth Anniversary | = Step | 8 |
| Seventh Anniversary | = Step | 9 |
| Eighth Anniversary | = Step | 10 |

¹ For purposes of step advancement on the salary range, the anniversary date for an employee hired into his/her current position at Step 1 shall be the date upon which the employee successfully completed the probationary period.

Provisions:

New Employees: New employees shall be hired at Step 1 of their respective pay range or at a higher step at management's discretion. Employees hired into a position at Step 1 shall advance to Step 2 upon successful completion of the probationary period. Employees shall automatically advance to the next salary step on their anniversary date. For employees hired into Step 1 of their current position, the anniversary date shall be the date upon which the employee successfully completed the probationary period. The step increase is effective on the first or sixteenth day of the month, whichever is closest to the date of hire.

Salary on Promotion: An employee who is promoted will be placed either in the first step of the new salary range or at a step which is the equivalent of two steps (approximately five percent) more than the employee's former step, whichever is greater, but not to exceed the top step of the new range. The employee's anniversary date for step increases will change to the first or sixteenth day of the month, whichever is closest to the date of promotion.

Salary on Position Reclassification: An employee whose position is reclassified will be placed either in the first step of the new salary range or at a step which is the equivalent of two steps (approximately five percent) more than the employee's former step, whichever is greater, but not to exceed the top step of the new range. The employee's anniversary date for step increases will remain the same.